

# EXHIBIT C

# MERCANTILE

## TERMS AND CONDITIONS: AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

"Online Service" means the Mercantile Adjustment Bureau Customer Payment Portal service and any other online product or service offered through our website, or any other means of digital communication in which you have enrolled that is not otherwise governed by an electronic disclosure and consent. The words "we", "us", and "our" refer to Mercantile Adjustment Bureau and the words "you" and "your" mean you, the individual(s) or entity using the Online Service. As used in this Consent for Use of Electronic Signatures and Records "(Agreement)", and

"Account" means the account you hold with us.

"Communications" or "Records" mean any customer agreements or amendments thereto, periodic statements, or account documents, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or account, including but not limited to information that we are required by law to provide to you in writing.

You are agreeing to the following:

1. We may electronically provide all legal or regulatory Communications associated with the Account or with the Online Service, including Communications about a change in the terms of your Accounts or the Online Service and privacy notices.
2. By giving your consent, you agree to conduct Account transactions with us either using your computer or mobile device to receive, view and electronically sign Records. You agree that such electronic signatures will consist of clicking on buttons and/or checking boxes where indicated. You also consent to the use of electronic Records displayed on the computer or other electronic device you are using, as well as any Records that we send to you electronically. We may provide Records to you electronically by emailing them to you at your email address; such email may include the Records as attachments or as embedded links to a website that we operate.

3. We may deliver the Communications to you by any of the following methods: (a) by posting a notice and making the information available to you through the Online Service; (b) by sending the information to an email address you have provided to us; (c) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose; or (d) any other electronic means we have mutually agreed upon. Delivery of electronic Communications by any of these methods will be considered "in writing" and you intend that the electronic Communications have the same legal effect as written and signed paper communications.

4. You agree to promptly notify us of any change in your contact information. You can update your contact information through the "Contact Us" form as well as by contacting Mercantile Adjustment Bureau at 1-800-480-7094.

5. If you are receiving email, you may use the "Unsubscribe" link to withdraw your consent to receive electronic Communications.

If you withdraw your consent to receive electronic Communications, we may terminate your access to the Online Service.

We will not impose any fee if you withdraw your consent to receive Communications electronically. If you withdraw your consent to receive Communications electronically, such withdrawal will not apply to Communications that were furnished to you electronically before the date on which the withdrawal of your consent takes effect.

6. You may obtain paper copies of electronic legal or regulatory Communications, and most other Communications, by printing them within the Online Service or by calling 1-800-480-7094. There is no fee for paper copies.

7. The minimum hardware and software requirements to access and retain the electronic Communications are: A personal computer or other device with operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing electronic Communications; a browser, such as Firefox, Chrome, Safari or Edge, with 256-bit encryption; sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and, software that enables you to view files in the Portable Document Format ("PDF"). Note: Mercantile Adjustment Bureau no longer supports older browsers that do not support TLS 1.2 and TLS 1.3 due to security.

8. On each telephone number you provide, you consent to us and our affiliates, agents, and assignees, contacting you by calling. Standard data and message rates may apply.



9. You may request a paper copy of this consent and/or electronic records through the "Contact Us" form as well as by contacting Mercantile Adjustment Bureau at 1-800-480-7094. There is no fee to request a paper copy.

By using this site, you acknowledge that you are able to electronically access and retain the Communications.

## I. Introduction

### a. Applicability

This Agreement and Initial Disclosures (the "Agreement") governs your use of the Service. By subscribing to the Service or using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement.

### b. The Service

You may use a personal computer ("PC") or wireless device to access the Service.

## II. Definitions

a. Account(s) refers to your account with Mercantile Adjustment Bureau.

b. Business Day(s) means Monday through Friday, except Federal Reserve holidays.

c. Service(s) refers to collectively any or all the Mercantile Adjustment Bureau services described in this Agreement, which allows you to electronically access Account and transaction information and view documents or other disclosures on a personal computer or wireless device.

d. We, us, or our refers to Mercantile Adjustment Bureau and any agent, independent contractor, designee, or assignee that Mercantile Adjustment Bureau may, in its sole discretion, involve in the provision of the Service.

e. You or your refers to the individuals, corporations, partnerships, limited liability companies and sole proprietorships subscribing to or using the Service.

## III. Security

### a. User ID and Password

You will be asked to provide your personal User ID and to choose a Password, which you will use to obtain access to the Service. You agree to be the sole user of your User ID and Password and not to give or make available your User ID and Password to any other person. We may ask you to change your User ID and Password from time to time



for security reasons. You agree not to use any language that is abusive, harassing, libelous, defamatory, obscene, or threatening when defining your User ID or any other personalization of your Account(s).

#### b. Additional Security Measures

In addition to your User ID and Password, we may ask you to create and provide responses to additional authentication questions that only you and Mercantile Adjustment Bureau will know in order to verify your identity. These questions and your correct responses help us to provide stronger protection of your account information. We reserve the right to prevent access to the Service for security reasons or if we suspect fraud. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization.

#### IV. Disclaimer of Warranty; Exclusion of Damages

We are not responsible for any loss, damage, or injury resulting from an interruption in the availability of the Service, or any computer virus that you may encounter using the Service. We encourage you to routinely scan your PC using a reliable virus protection product to detect and remove viruses from your PC.

##### a. Disclaimer of Warranty

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS," "AVAILABLE" BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES, OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

##### b. Exclusion of Damages

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

#### V. Termination

You may opt-out of the Service at any time by using the “Unsubscribe” link to withdraw your consent to receive electronic Communications.

We may require that you put your request in writing. If there is more than one Account owner or if more than one person is authorized to access the Account via the Service, we may terminate the Service upon the request of any Account owner or person authorized to access the Account.

We may terminate your use of the Service, in whole or in part, at any time without notice. Upon termination, you will remain liable for payments and other transactions in process, and all accrued fees and charges.

## VI. General

### a. Entire Agreement

This Agreement constitutes the complete and exclusive agreement related to the Service, and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control as to the subject matter addressed herein.

### b. Waivers

No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us.

### c. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

### d. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New York without regard to that state's conflict of laws provisions. Any disputes related to this Agreement shall be commenced in the state or federal courts located in Erie County, New York.

### e. Amendments

We may amend this Agreement from time to time by posting the amended agreement on our website along with a notice that this Agreement has been amended, or by any other reasonable notification method. You may obtain the most recent version of this Agreement by calling 1-800-480-7094 to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement.

f. Severability

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

g. Service Hours

The Service is available 24-hours a day, seven days a week, except during maintenance periods.

h. Business Days

Our Business Days are Monday through Friday. Federal Reserve holidays are not included.

i. Service Notifications

We may add, modify or discontinue the Service at any time, including changing the terms and conditions governing the Service. We may send you electronic notifications concerning the Services, including notice of a change or termination of the Service. We may also temporarily suspend your use of the Service at any time for security reasons or any other reason in our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

j. Confidentiality

Subject to applicable law, we will disclose information to third parties about you and your Accounts: (i) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (ii) in order to comply with government agency or court orders; (iii) if you give us permission; (iv) as stated in the Mercantile Adjustment Bureau Consumer Privacy Notice; and (v) as otherwise required or permitted by law or government regulation.

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**The State of California requires that we furnish California residents with the following information.**



The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 a.m. or after 9:00 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

License # pending.

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**The State of Colorado requires that we furnish Colorado residents with the following information.**

FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION](https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation) ([HTTPS://COAG.GOV/OFFICE-SECTIONS/CONSUMER-PROTECTION/CONSUMER-CREDIT-UNIT/COLLECTION-AGENCY-REGULATION](https://coag.gov/office-sections/consumer-protection/consumer-credit-unit/collection-agency-regulation)).

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any action authorized by law to collect the debt.

The state Fair Debt Collection Practices Act requires that you be notified of the address and telephone number of the local office: 3605 Mead St., Fort Collins, CO 80526. Local number: 970-226-1386.

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**The District of Columbia requires that we furnish DC residents with the following information.**

You have the right to request all of the following concerning your debt:

- (1) Documentation of the name of the original creditor as well as the name of the current creditor or owner of your debt;
- (2) Your last account number with the original creditor;

- (3) A copy of the signed contract, signed application, or other documents providing evidence of your liability and its terms;
  - (4) The date that your debt was incurred;
  - (5) The date of your last payment, if applicable; and
  - (6) An itemized accounting of the amount claimed to be owed, including the amount of the principal, the amount of any interest, fees, or charges, and whether the charges were imposed by the original creditor, a debt collector, or a subsequent owner of the debt.
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**The State of Minnesota requires that we furnish Minnesota residents with the following information.**

Mercantile Adjustment Bureau collection agency is licensed by the Minnesota Department of Commerce.

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**The Commonwealth of Massachusetts requires that we furnish Massachusetts residents with the following information.**

NOTICE OF IMPORTANT RIGHTS: You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten (10) days unless you provide written confirmation of the request postmarked or delivered within seven (7) days of such request. You may terminate this request by writing to the collection agency.

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**The City of New York requires that we furnish New York residents with the following information.**

New York City Department of Consumer Affairs License Number: 1310227

We are required to inform you that we provide Spanish translating services. We can assist you by providing Spanish-speaking agents, letters and notices translated into Spanish and a Spanish translation relay line. For information gathering purposes only, we are required to request your language preference and that a translation and description of commonly used debt collection terms is available in multiple languages on the New York City Department of Consumer Affairs website, <http://www.nyc.gov/dca>.

This agency conducts its business in English. However, we are able to provide limited foreign language access services in Spanish, but cannot guarantee said services will be available at all times during the workday week.

The New York City Department of Consumer Affairs requires us to ask this information, it is for informational purposes, please note that our office can only communicate to you in English and Spanish. We do not provide any other services than the services mentioned above and if we do not provide your language preference, we will continue to communicate to you in English.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

We are required by regulation of the New York State Department of Financial Services to notify you of the following information. This information is NOT legal advice.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student support; grants, and federal work study funds; and
11. Ninety percent of your wages or Salary earned in the last sixty days.



**The State of North Carolina requires that we furnish North Carolina residents with the following information.**

Mercantile Adjustment Bureau is licensed by the North Carolina Department of Insurance, permit number 3727.

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**The State of Tennessee requires that we furnish Tennessee residents with the following information.**

This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance, 500 James Robertson Parkway, Nashville, TN 37243.

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This is an attempt to collect a debt; any information obtained will be used for that purpose. This communication is from a debt collector.

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#### Our Info

165 Lawrence Bell Drive, Suite 100  
Williamsville, NY 14221  
p:1(800) 480-7094

(<http://www.acainternational.org/>)

#### Hours

Monday-Thursday: 8am to 10pm  
Friday: 8am to 8pm  
Saturday: 8am to 12pm